



JANE D. HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



THOMAS G. SCHMITT
State Engineer

E. JACK HAMMITT
Joint Project
Administrator

9 July 1998

Ms. Debbie Casson
Assistant Engineer
City of Kingman
310 N. Fourth Street
Kingman, AZ 86401

Re: Project No. HF005 01C
Section: Harrison Street HURF Exchange
Agreement JPA 98-37
Amendment No. 1

Dear Ms. Casson:

An error was made in the production of the above referenced agreement. We may use this letter instrument to accomplish an agreement amendment. Therefore; so much of paragraph I.3 and II.2.b is amended, in applicable part from \$1,013,400.00 to read \$1,266,800.00, as shown on Exhibit A, which is attached hereto.

All other terms and conditions of the agreement remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Danelowitz at 255-7109.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Concur for Kingman:

By Debbie Casson, Asst. Engr

Date 7-13-98
(date)

A. G. Contract No. KR98 0563TRN
ADOT ECS File: JPA 98-37
Project: HF005 01C
Section: Harrison Street HURF Advance

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN, ARIZONA

THIS AGREEMENT is entered into 8 May, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF KINGMAN acting by and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has approved the exchange of \$1,013,400.00 in Highway User Revenue Funds (HURF) to the City for construction of improvements to the City road Harrison Street, from I-40 to Andy Devine, and such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$1,266,800.00, during federal fiscal year 1998.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

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ADOT ECS File: JPA 98-37
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NO. 22359
Filed with the Secretary of State
Date Filed: 05/08/98
Petrey Bayless
Secretary of State
By: Vicky Greenwood

II. SCOPE OF WORK

1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by WACOG representatives and State ADOT representatives.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the City HURF funds in accordance with paragraph II.1.c., d. and f. above.

b. Withhold from WACOG, federal funds and the obligation authority of federal funds in the amount of \$1,013,400.00 in federal fiscal year 1998.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

\$1,266,800-

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

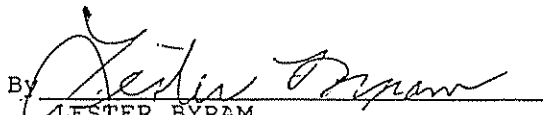
City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 86401


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
LESTER BYRAM
Mayor

By 
JAY KLAGGE, Director
Transportation Planning

ATTEST


By 
CHARLENE WARE
City Clerk

17mar

RESOLUTION

BE IT RESOLVED on this 17th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the advance of HURF funds to construct improvements to Harrison Street, I-40 to Andy Devine.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

No member of the audience desired to address the Council during the public hearing and the Mayor closed the public hearing.

McReynolds made a MOTION to approve Resolution No. 3276 and Ordinance No. 1171 with the changes discussed. Hawkins SECONDED the Motion and it was UNANIMOUSLY APPROVED without further discussion.

(RESOLUTION NO. 3276)

(ORDINANCE NO. 1171)

5. CONSENT AGENDA

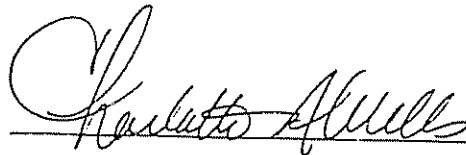
- a) Authorizing the Mayor to sign acceptance of a Quit Claim Deed from Mohave County for a portion of Govt. Lot 2, Sec. 18, T21N, R16W, for Harrison Street and Motor Avenue rights-of-way
- b) Authorizing the Mayor to sign acceptance of a Public Utility Easement from Autozone, Inc., across a portion of Govt Lot 4, Sec. 7, T21N, R16W, located just south of the Smith's Shopping Center, to allow a water line to be constructed by the developer and maintained by the City
- c) Resolution No. 3273
--agreement with Gary Dykman, regarding dedication of right-of-way and street improvements associated with construction of a convenience market and gas station located on Lot 1, Block G, Kingman Air Rail Manor, and voiding Resolution No. 3124 adopted December 16, 1996
- d) Resolution No. 3274
--authorizing the Mayor to sign the annual Intergovernmental Agreement with Mohave County for Flood Control District Funds
- e) Authorizing the Mayor to sign an intergovernmental agreement with the Arizona Department of Transportation for HURF Advance funding for the Harrison Street project [97-W,S,ST-0018] [KR98-0563TRN; JPA 98-37; HF005 01C]
- f) Resolution No. 3272
--submitting projects for consideration of AZ 1998 Highway Safety Plan grant funds
- g) Authorizing the Mayor to sign a Local Government Certification of Grant Application for To Gather Together, Inc for Emergency Shelter Grant Program funds to allow for a case management project
- h) Resolution No. 3275
--supporting the gas-fired power plant proposed at the Griffith Interchange
- i) Approving request for annual renewal to telecast horse races to The ABC Lounge, at 2890 E. Andy Devine, as follows:
--Prescott Downs (May 22, 1998 thru September 7, 1998)
--Fort Tuthill Racetrack (July 1-6, 1998)
--Turf Paradise Race Course (September 8, 1998 thru May 31, 1999)
- j) Change Order #1 to contract #96/97-09 with Surface Contracting Company, for Airway Avenue, Phase 2 improvements

Excerpt of the Kingman City Council Meeting of 20 April, 1998

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21st day of April, 1998.



City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0563TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE May 1, 1998.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/12072

Enc.